The London and Counties

MEDICAL PROTECTION SOCIETY

Limited

FOUNDED 1892

ANNUAL REPORT

of the COUNCIL with BALANCE SHEET
for 1946
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CONDENSED ADVICE

DO—

1. Do send full particulars when applying for assistance.
2. Do communicate with the Secretary on all points of doubt or difficulty.
3. Do inform the Society at once if any allegations are made against you, and if you receive a solicitor's letter.
4. Do exercise great care in giving certificates.
5. Do keep notes of cases and make sure that all records are accurate.
6. Do keep any material which has a possible bearing on a case, *e.g.*, the remaining part of a broken needle.
7. Do obtain an X-ray report whenever practicable in all cases of possible fracture.
8. Do make yourself familiar with your obligations under any contract into which you enter.
9. Do see that your partners and assistants are members of a recognised protection society.
10. Do pay your subscription immediately it falls due, or make use of a banker's order for this purpose—it saves you trouble.

DO NOT—

1. Do not disclose to patients or their solicitors that you are a member of this Society.
2. Do not reply to any letter from a patient or solicitor which threatens proceedings or makes allegations against you—send it to the Society with full details.
3. Do not delay until action is imminent before getting into touch with the Society.
4. Do not commence litigation against a patient without first consulting the Society.
5. Do not commit breaches of professional secrecy.
6. Do not give information to the Police concerning possible criminal offences in connection with your patients, *e.g.*, miscarriages, without first consulting the Society.
7. Do not hand over X-ray films, except to a registered practitioner.
8. Do not make derogatory statements about another practitioner's work.
9. Do not act as both anæsthetist and surgeon save in cases where this is unavoidable.
10. Do not cover or associate with unqualified practice.

The London & Counties Medical Protection Society Limited

FOREWORD

Notice is given elsewhere that at the Annual General Meeting to be held on 16th July, 1947, it will be proposed that the title of the Society should be changed to " The Medical Protection Society." It is perhaps pertinent and certainly interesting to look back and review the origin of the Society and the reasons for its particular title, and also its progress.

In 1891 there was a growing feeling amongst practitioners that a society with offices in London was needed. As a result of discussions a meeting was held on 14th March, 1892, at 57, Harley Street, and the Society came into existence. The Minutes record that it was unanimously resolved " That it is advisable to establish a Society in London for the purpose of protecting duly qualified medical and dental practitioners and generally safeguarding the interests of the medical and dental professions." Sir Jonathan Hutchinson was the first President, Dr. G. A. Heron the first Chairman and Drs. Hugh Woods and G. B. Mead were appointed Joint Honorary Secretaries. The registered offices of the Society were at 13, Royal Avenue, Sloane Square.

In 1894 Messrs. Le Brasseur & Oakley were appointed solicitors to the Society and their offices in New Court became the registered offices of the Society. On 29th May, 1894, it is recorded that there were one thousand members. In addition to the Central Council there were at that time Provincial Committees each with a Chairman and Honorary Secretary—hence the title " The London and Counties Medical Protection Society." In 1901, offices were taken in Craven Street and a clerk was engaged at £2 0s. 0d. per week. In 1905, Dr. Hugh Woods was appointed Secretary at a salary of £400 per annum. In 1909 there were five thousand members. December 1910 stands out as a landmark. Up till then the Society had not been responsible for adverse costs and damages although it had arranged individual policies at Lloyds for members who desired such. The subscription was raised to £1 0s. 0d. per annum and a collective insurance at Lloyds was effected. This was limited to £2,000 for any one member per annum. It was not until 1926 that the indemnity became **UNLIMITED.**

The subscription remains the same to-day as in 1910 although costs and relative values have risen disproportionately. The membership is now over 22,000 and the Society now operates not

only in London and the Counties, but also in Scotland, Wales, Northern Ireland, Eire, and through the Overseas Scheme, throughout the world, with the exception of the United States of America. The Society was the first organisation to afford indemnity against adverse costs and damages. It was the first also to afford unlimited indemnity. It is in fact the Medical Protection Society.

For some years it has been thought that the name of the Society was cumbersome, but there were certain difficulties which prevented a change of title. These difficulties have now been overcome, mainly through the purchase by the Society of a debt-collecting organisation termed "The Medical Protection Society and Agency," which came into existence in 1911 and which has now been placed in liquidation. Therefore at a special General Meeting to be held immediately prior to the Annual General Meeting, a resolution will be submitted to members seeking authority to a change of title to "The Medical Protection Society."

In 1923 the Society moved from Craven Street to its present offices in Victory House, Leicester Square. Negotiations are proceeding at the present time for the purchase of new premises to which it is hoped to move the offices in due course. Members will be notified as to when the transfer will take place.

ANNUAL REPORT OF THE COUNCIL

The Council has much pleasure in reporting that the year has been one of outstanding progress in all respects. 1,894 new members have been elected during the year as compared with 1,087 in 1945. During the year 202 members have died, 260 have resigned from membership and 208 have been removed from membership in accordance with the provisions of Article 8.

During 1946, 1,410 applications were received from members for advice and assistance. Many practitioners have sought guidance as to the implications of the National Health Service Act upon their practices and their partnership and assistantship agreements. While it has been possible to give an opinion on points relating to the Act itself, there are many questions which will be governed by Regulations under the Act. When the Regulations are published the Society's staff and solicitors will consider them carefully and advise all members who seek advice. It is of course the Regulations which will materially affect the practitioner.

The Secretary and the Society's solicitors continue to advise on all professional problems on which members care to seek guidance but members must realise that the Society cannot undertake a case or take active steps unless the matter comes within it's scope.

Dr. H. E. A. Boldero, M.A., D.M., F.R.C.P., has been co-opted as a member of the Council and of the Advisory and Legal Committee.

SOLICITOR'S REPORT

In the year we have dealt with 306 new cases all of which arose from applications made to the Society during that year. In addition to these there have been a large number of requests by members for advice. Many of the latter have been in regard to State Medical Service. We would like to have given an authoritative opinion upon the many questions on which your members seek advice, but it is impossible to do so until the regulations, still to be made by the Ministry of Health, have been published. At the present moment there is only the National Health Service Act and in regard to this it is quite definite that partnerships and the employment of Assistants will be permitted and even welcomed under the State Medical Service. It is equally definite that for those who accept State Medical Service no sale of a practitioner's goodwill in whole or in part will be permitted in any form and any breach or any offence or evasion of this provision will be an indictable offence.

There are many problems as to existing or future partnerships which should be considered by your members between now and the Appointed Day under the Act. It is difficult to make specific provision to deal with these until after publication of the regulations, but nevertheless, those of your members who are in partnership or entering into partnership should well consider the main outline of the Act so as to deal as far as is possible with the future of a partnership under State Medical Service.

Individual practitioners and those in partnership who do not intend to adopt the State Medical Service will, of course, be free to carry on as they choose.

There is one matter which many of your members may not have appreciated and that is that in the case of a medical practitioner who has retired from his practice or died between the date of the passing of the Act and the Appointed Day under the Act and the goodwill of whose practice has not been sold in whole or in part, that medical practitioner or his personal representatives can apply for the compensation payable under the Act for the loss of the right to sell the practice.

Though there is no direct provision under the Act as to power to direct a medical practitioner to practise in a particular locality, no medical practitioner has a right to be placed upon the list of practitioners in a particular area unless he was practising in that area otherwise than as a paid Assistant or Locum Tenens at the time of application. Any practitioner who is not so practising is required to make special application for leave to practise in that area.

We have had a number of cases in the past year where proceedings have been threatened or brought against a medical practitioner for his alleged wrongful certification under the Lunacy Acts. It is surprising that even in the legal profession it is not fully appreciated that no such proceedings will lie except with the leave of the High Court. In these cases leave was not granted.

Though no mention is made in the Notes of Cases, of a case of fractured jaw, there have been a surprising number of such cases in the last two years. It often happens that where there is one case of a particular type, similar cases follow closely after. Your dental members should be on the look-out for the possibility of a fracture, for though to fracture a jaw is not necessarily negligence, the fact that it is not recognised at the time increases the difficulty of defending a claim and tends to create a bad impression in the eyes of the Court.

As was to be expected, we have had to deal with and advise upon a number of questions as to re-instatement of a practitioner under the Re-instatement in Civil Employment Act, and in no case where the facts were within the Act have we failed either in the first instance or on subsequent appeal to enforce re-instatement.

Again this year we have had two instances of Coroners seeking to impose on medical members of a hospital an obligation to notify all deaths occurring within forty-eight hours of admission to hospital. Though we can appreciate that this information may be a convenience and even of value to a Coroner, he has no legal right to demand such notification.

As examples of the diversity of questions upon which the Society is asked for advice, there have been a number in regard to the rights of a member under the Rent Restrictions Act and one in regard to the compulsory acquisition of the site of a member's professional premises following total destruction of the buildings by enemy action. In this case we had obtained permission for the member to erect a tempo ary surgery and garage and some twelve months later notice to acquire the site by compulsory purchase was given. Notice of objection was given and a formal enquiry held which led to proposals by the acquiring authority which it is hoped will result in satisfactory alternative arrangements being made on behalf of your member. Under the Rent Restrictions Act members should appreciate that, subject to the limits of annual value, professional premises which are used also for residential premises are within the provisions of the Act, but premises used solely for professional purposes are not.

ASSISTANTS AND LOCUM TENENTES

While in some respects an Assistant is legally less liable than a Principal in that he works under the direction of the latter, he is certainly not immune from legal actions arising out of his professional work. *Any* practitioner is in law responsible for his professional acts and the fact that a Principal can be sued on account of the acts of his Assistant does not decrease the Assistant's responsibility.

A locum tenens, on the other hand, does not work under supervision. He replaces the practitioner for whom he is acting. Members are urged to ensure that their colleagues or associates are members either of the Society or of one of the other two recognised protection organisations, the Medical Defence Union and the Medical and Dental Defence Union of Scotland.

Once again it is necessary to remind practitioners that the Society cannot indemnify members against actions brought against them in respect of incidents arising out of the actions of a partner or assistant who is not a member of one of the recognised protection societies. It is imperative therefore that members should ensure that their professional associates are members of a recognised protection society, in order that they themselves should be fully protected.

It would appear that some practitioners hold the belief that if they join the Society it will undertake cases on their behalf which have arisen prior to their membership. This is not so and, save in exceptional circumstances, the Society cannot undertake cases arising out of incidents prior to a practitioner's membership.

NEWLY QUALIFIED PRACTITIONERS

Newly qualified practitioners are strongly advised to take advantage of the special facilities afforded to them for joining the Society. The entrance fee is waived in the case of anyone joining within twelve months of registration. For this reason as well as on account of their inexperience, the newly qualified would do well to apply for membership of the Society at the same time as they register.

SALARIED PRACTITIONERS

The fact that a practitioner is employed by some Public Authority or Hospital and is paid a salary does not make him any less responsible for his professional actions or any less liable to accusations of negligence and Court actions. If an action is brought against an employing Authority on account of the work of a practitioner employed by it, the Authority will enter a defence that

having employed a fully qualified and registered practitioner it has fulfilled its obligations and the onus of defence will devolve on the practitioner.

Moreover, if a complaint is made to an Authority regarding the work or acts of a practitioner in its employ, it has a duty to enquire into the matter. Frequently it is desirable that the practitioner should be legally represented at such Inquiry and always it is advisable that he should have expert guidance as to his conduct at and attitude towards such Inquiry.

There is therefore just as great a need for protection on the part of salaried practitioners as of those in private practice. The Society has often assisted members in connection with difficulties with their employing Authorities.

The above remarks apply equally to those practitioners who are temporarily or permanently serving with the Armed Forces.

MEMBERSHIP

Membership is open to any registered medical or dental practitioner. There is an entrance fee of ten shillings and the annual subscription is £1 0s. 0d. Subscriptions are payable annually on the anniversary of the date of election. Each member is notified when his subscription is due unless he has previously made arrangements by means of a banker's order, for the payment of his subscription direct from his bank to the Society. Members are urged when possible to make use of bankers' orders for the payment of their subscriptions as this ensures prompt payment and therefore continuity of membership, and saves them trouble. The Secretary will be pleased to supply any member with a banker's order form upon request. Those members who do not make use of bankers' orders are urged to remit their subscriptions promptly and thus save themselves and the office the necessity for reminders. When members allow their subscriptions to be more than one calendar month in arrear they cease to be eligible for any of the privileges of membership. Restoration involves full payment of arrears.

RETIRED PRACTITIONERS

Members who have retired from practice may become life members in accordance with the following provisions: —

(a) A member who has retired from practice and who has been a member of the Society for a period exceeding thirty years may be elected to honorary life membership of the Society.

(b) A member who has retired from practice and who has been a member of the Society for a period of more than fifteen years but not exceeding thirty years may be admitted to life membership of the Society on payment of a compound subscription of £1 1s. 0d.

(c) A member who has retired from practice and who has been a member of the Society for a period of more than ten years but not exceeding fifteen years, may be admitted to life membership of the Society on payment of a compound subscription of £2 2s. 0d.

(d) A member who has retired from practice and who has been a member of the Society for a period of less than ten years may be admitted to life membership of the Society on payment of a compound subscription of £3 3s. 0d.

A Life member is indemnified, subject to the provisions of the Articles of Association, against actions arising from his professional work prior to retirement. A similar indemnity is granted to his personal representatives or executors in the event of proceedings against his Estate under the Law Reform (Miscellaneous Provisions) Act.

A Life member may also be indemnified in respect of cases arising from casual attendances in the United Kingdom or Eire during the years of retirement as may be dictated by circumstances of accidents or similar instances of emergency. Of course, should a Life member resume active practice again then he must resume ordinary membership by payment of the ordinary annual subscription of £1 0s. 0d.

BENEFITS OF MEMBERSHIP

The scope of the Society is defined in the Memorandum and Articles of Association. Members who are in doubt as to whether a particular case comes within the purview of the Society are advised to consult the Secretary, who will be pleased to assist them on any point. In accordance with the Articles of Association the Council has complete discretion as to whether a particular case shall be undertaken on behalf of a member.

When a case is undertaken the Society pays all the legal costs incurred on behalf of a member, whether he be plaintiff or defendant, and in those cases where adverse verdicts result the Society also pays up to an UNLIMITED AMOUNT all costs and damages (including costs of settlements out of Court) which may be awarded to the other side. Any damages which may be awarded to a member are handed over to him without deduction, although the Society may have incurred considerable expense in recovering them. In successful cases the Society may be awarded costs against

the other side but they are never recovered in full and in most cases none are recovered.

Ordinary membership covers actions in the Courts of Great Britain, Northern Ireland, the Channel Isles, the Isle of Man and Eire.

The Estates of deceased members are similarly protected. This is important for a patient may take proceedings against the Estate of a deceased member on the score of some alleged act of negligence or omission arising from his professional work during his lifetime.

OVERSEAS MEMBERSHIP

The Overseas Indemnity Scheme has been favourably received and the very satisfactory response from overseas practitioners is encouraging.

The Medical Defence Society of Queensland and the East African Dental Association have become affiliated Societies under the Scheme and other Dominion and Colonial Societies are in negotiation for affiliation.

In the course of the year several applications for advice and assistance have been received from overseas members and cases have been undertaken on their behalf. In one case the Society contributed the maximum amount of overseas indemnity to which the member was entitled, to enable solicitors to settle the case on his behalf. The Society's efforts have resulted in helping members in connection with re-instatement, alteration of terms of employment, and the like.

The ordinary subscription of £1 0s. 0d. indemnifies members in respect of cases within the jurisdiction of the Courts of the UNITED KINGDOM and EIRE. Members practising overseas who require indemnity in respect of cases within the jurisdiction of Dominion, Colonial or foreign Courts, excluding the United States of America, should pay a subscription according to the following scale:—

**Subscription*	*Limit for each claim*	*Maximum Indemnity in any one year*
£3 0 0	£1,000	£2,000
£4 5 0	£2,000	£4,000
£4 15 0	£3,000	£6,000
£5 5 0	£4,000	£8,000
£5 10 0	£5,000	£10,000
£5 15 0	£6,000	£12,000
£7 0 0	£10,000	£20,000
£8 0 0	£25,000	£50,000

*This subscription includes £1 0s. 0d. ordinary subscription plus the additional subscription for Overseas Indemnity.

The rules for the operation of the scheme provide that by agreement with Lloyds' Underwriters, whose organisation is world-wide, a local solicitor will be instructed when necessary and in cases of urgency the name of the solicitor will be cabled to the member so that action may be taken at once.

Full particulars of this additional benefit can be obtained from the Secretary.

JOINT CO-ORDINATING COMMITTEE

This Committee, consisting of representatives of the society, the Medical Defence Union and the Medical and Dental Defence Union of Scotland, has met regularly. It has dealt with cases in which members of more than one organisation are involved and with matters of common interest including the proposed Bill to amend the Medical Acts which has been submitted by the General Medical Council to the Minister of Health.

COMMON POINTS ON WHICH ADVICE IS SOUGHT

CERTIFICATES

The circumstances in which it seems to one Authority or another that a medical practitioner's certificate is necessary before a claimant is entitled to some article or concession, increase almost daily. Practitioners are asked for certificates in connection with sickness benefit, hot-water bottles, extra fuel, extra nourishment, to name but a few.

It is essential that despite the burden on time which this form-filling constitutes, practitioners should continue to exercise the greatest care. Certificates should only be given when they are justifiable on medical grounds. Careless certification can lead a practitioner into serious trouble and possibly result in his appearance before the General Medical Council.

PROFESSIONAL EVIDENCE IN COURT

Medical and dental practitioners may be called upon to give evidence in Court. If served with a subpœna a practitioner must attend.

A Coroner has power to summon a practitioner to give evidence before him and such summons must be obeyed. Similarly he has

power also to call upon any practitioner to perform a post-mortem and furnish a report to him and/or to give evidence upon his findings. If a Coroner asks a practitioner to give a report in writing in order to enable him to decide whether an inquest is necessary, the practitioner is not legally bound so to do, but he would be well advised to comply with such request unless there is some good reason why the information in his possession should only be given in Court.

Solicitors frequently write to a practitioner and ask him to furnish a report on a patient. In no circumstances should information concerning a patient be given without the patient's full knowledge and consent. If he has obtained the consent of his patient the practitioner may furnish a report, but he would be well advised before so doing to inform the solicitors that he will comply with their request on receiving their written undertaking to pay his fee.

Before consenting to act as an expert witness a member should insist on agreement of his fees for reports and each day's attendance at Court and also suitable security for payment of such fees.

A practitioner who is served with a subpœna and attends Court without having obtained his patient's consent to giving evidence, should before taking the oath, inform the Judge as to the position and ask for his direction. If the Judge so directs he must give evidence, but he is then absolved from his obligation to observe his patient's privilege of professional secrecy.

The Society's Secretary and Solicitors are always prepared to advise members in regard to any points concerning the giving of evidence.

ALLEGATIONS OF NEGLIGENCE

The majority of cases undertaken by the Society involve an imputation of negligence. Many of them are without foundation. Negligence must, of course, be proven in the Courts by the complainant. It is not sufficient for a patient to show that the member's diagnosis or treatment was wrong or that he has committed an error of judgment. If the practitioner has exercised reasonable care and skill he cannot be held to have been negligent. In some cases the Society, having considered the facts, deems it advisable to effect a settlement. These are cases in which a Court might hold that there had been negligence, but when there has been no negligence it is the duty of the Society in the interests of the individual practitioner and of the members as a whole, to contest the case with all the power at its command, although possibly it would be cheaper to settle. Many practitioners feel that if they can get a case settled without publicity and without the worries and anxieties necessarily entailed in a contested issue, they are

best serving their interests. In point of fact they would very often be doing themselves harm. True, a Court case means publicity, worry and loss of time. It does, however, indicate that the practitioner feels that he did his best and it gives his patients and his friends grounds on which to support him, and they will do so if given a chance. No settlement is ever secret. There is nothing to stop the recipient from talking about it and it will certainly become known. Those who would have liked to support him are left wondering why, if he had committed no wrong, the practitioner did not contest the case, and the obvious implication is that he must have been negligent. A successful defence is the best way of clearing a practitioner's name and his reputation and professional status should not be allowed to be impugned lightly.

CASES ILLUSTRATING THE WORK OF THE SOCIETY

MEDICAL

Instrument left in Abdomen

In 1942, a surgeon operated on a patient who had been admitted to hospital with a diagnosis of " acute abdomen." At the operation the condition was found to be one of acute pancreatitis. The patient made a rapid and uneventful recovery, was discharged from hospital after three weeks and returned to work after a further three weeks. In 1946 he consulted his doctor because of a swelling in his abdomen. The family physician thought he could feel the handle of a pair of artery forceps presenting just under the abdominal scar and he sent the patient back to the same surgeon. A further operation was performed and a pair of Spencer Wells forceps removed. The patient made an excellent recovery and was discharged from hospital after three weeks. He threatened proceedings against the surgeon who sought the assistance of the Society. It was obvious that it would be a difficult case to defend and that an action would be prejudicial to the surgeon and the hospital. A settlement was accordingly negotiated.

Plaster applied too tightly

A girl who was in the Women's Land Army was brought to a Voluntary Hospital suffering from a Colles' fracture with severe displacement. She was seen by the Resident Surgical Officer (a member of another Defence Society), who set the fracture and applied a plaster-of-Paris splint. She was admitted to hospital. X-rays taken after the application of the plaster showed the fracture to be in good position. She was discharged after two days but

returned the following day on account of pain and was re-admitted. The following morning she was seen by the Honorary Surgeon in the course of his normal round. The hand was swollen and the fingers somewhat blue, so he gave directions for the plaster to be removed and for the application of a simple palmar splint. This was done and the patient, being more comfortable, was discharged the following day. It was understood that she would attend for further treatment and observation at a London hospital.

Some months later the Hospital and the Resident Surgical Officer received letters from solicitors acting on behalf of the patient alleging that as a result of the original plaster being applied too tightly the patient had suffered a permanent injury. The Society, in conjunction with the other Defence organisation, arranged for the patient to be examined by a well-known orthopædic surgeon. He reported that the function of the thumb was seriously impaired and in his opinion this was because of the application and retention of a plaster which was too tight. In view of this it was decided to explore a settlement and this was effected, the other Defence organisation, the Hospital insurers and the Society each contributing one third. Although the Society's member was never involved in the threatened action the Council felt that he had had some responsibility and it was for this reason that it agreed to contribute.

Loss of Leg following injection of Varicose Veins

A practitioner operated on a patient in a local hospital for the injection of varicose veins with Ethamolin and the tying of saphenous vein at the saphenous opening under a local anæsthetic. At the moment of injection there was an involuntary spasm of the thigh muscles and the point of the needle passed through the vein and entered the femoral artery. The injection was stopped immediately, the wound sutured and everything possible done to conserve circulation in the limb. Collateral circulation became established everywhere except in the first three toes. A consulting surgeon was called in. Later the improvement was not maintained and it became necessary to amputate the three toes. Subsequently further amputations became necessary and finally the patient was left with a high amputation of the thigh.

Proceedings were threatened against the practitioner. The Council, after careful consideration, came to the conclusion that this would be an extremely difficult case to defend and a settlement was arranged.

Loss of Eye following Anæsthesia

A practitioner who was the Resident Medical Officer at a hospital administered an anæsthetic to a patient aged sixty-two years for the purpose of an operation for varicose veins. The anæsthetic—

chloroform and ether—was administered by the open method. The usual precautions were taken. The eyes were covered by an eye-pad and the whole of the face by a pad of Gamgee tissue with an opening for the nose and mouth. On completion of the operation, liquid paraffin was instilled into each eye. Next day the patient complained of soreness of the eyes. He was seen by the Resident Medical Officer who prescribed treatment. However, the condition got worse and an ophthalmic surgeon was called in. He found that the sight of one eye was beyond repair.

The patient, through solicitors, wrote to the hospital authorities claiming damages on the grounds of:—(a) negligence in the administration of the anæsthetic and (b) negligence in treatment. It was also alleged that the treatment prescribed by the eye specialist had not been carried out. Although no claim was made against the practitioner it was considered desirable to have him represented at the hearing of the case. The Judge found that there had been no negligence on the part of the hospital or its staff and in these circumstances he dismissed the action with costs.

Burn of Arm by Tourniquet

A lady attended hospital following an injury to her arm while at work. X-ray revealed a fracture of the olecranon with separation of the fragments. She was operated upon, the fracture was exposed and the fragments stitched together. Prior to the operation a Martin's rubber bandage was applied from the fingers to the upper arm. It had been sterilised previously and although immersed in cold water prior to application, the inner part apparently retained the heat and caused a burn of the upper arm. This eventually healed but left a scar.

The patient, through solicitors, claimed compensation and the matter being referred to the Society by its member, examination by another surgeon was arranged. As a result of this a settlement was effected.

Swallowed wire

An ear, nose and throat surgeon was anæsthetising a patient's nose preparatory to antral puncture. He used a small silver wire and unfortunately this slipped back into the patient's throat and before anything further could be done the patient swallowed it. The practitioner had the patient X-rayed and the X-rays showed that the piece of wire was in the small intestine. Later the practitioner called in a surgeon who operated on the patient and removed the piece of wire which had perforated through into the mesentery of the jejunum.

An action was commenced against the ear, nose and throat surgeon by the patient, alleging negligence. The matter was con-

sidered by the Council and it was decided that there were aspects of the case which made a settlement advisable. After protracted negotiations had proved unsuccessful it was decided to pay a sum into Court with a denial of liability. This resulted in a settlement, without the case going to Court.

Injury by Operating Table

A surgeon was operating on a patient for biliary obstruction. During the operation the lumbar bridge of the operating table was raised and later the surgeon gave instructions to the Theatre Sister, who in turn gave instructions to a nurse, that the bridge should be lowered. Subsequently it was discovered that in the lowering of the bridge the little finger of the patient's right hand had got caught in the mechanism, resulting in a fracture of the terminal joint. This was treated but the final result was a stiff terminal joint.

An action was threatened against the surgeon and against the hospital. The surgeon referred the matter to the Society which decided that the lowering and raising of the bridge of an operating table was a matter in which a surgeon should be able to rely on the nursing staff. The solicitors for the Plaintiff were accordingly informed as also were the solicitors acting on behalf of the hospital's insurers. Subsequently the hospital's insurers settled the case.

Alleged negligence at confinement

An obstetrician was engaged by a patient to attend her confinement. She was examined ante-natally on several occasions and finally was delivered by the obstetrician of a live child weighing 8½lb. The presentation was a persistent occipito-posterior and the practitioner performed an episiotomy and applied forceps. The puerperium was uneventful. The practitioner rendered an account several times. This produced no response and proceedings were instituted. A defence was entered by the patient alleging negligence and counterclaiming for damages in that the patient and her child had suffered very considerably in health. The practitioner referred the case to the Society which decided that the action was one which should be pursued and the counterclaim strongly resisted. Before the case came to Court however the practitioner's fees were paid with costs and the counterclaim withdrawn.

Allegation of Swab left after Operation

A surgeon operated upon a patient in a local hospital on account of prolapsed piles. At the end of the operation he inserted a small gauze pack, soaked in Iodoform and paraffin, into the rectum, part of the pack being left protruding from the anus. He gave instructions to the Staff Nurse that the pack was to remain in for twenty-four hours. It was accordingly removed next day

and the patient was discharged from hospital twelve days later. Her bowels acted normally during her stay in hospital. On the day she was discharged the surgeon made a digital examination of the rectum and satisfied himself that all was well.

Six weeks after her discharge from hospital the surgeon was asked by the patient's own doctor to see her again. He did so and found that she was complaining of pain in the abdomen and rectum. He made a vaginal and rectal examination but could not discover anything abnormal. Later the patient's father telephoned and informed the surgeon that with the aid of a District Nurse his daughter had discharged from her rectum a lump of cotton wool. Later, at the request of her doctor, the patient was re-admitted to hospital where she remained for seven weeks. During this time she was seen by various experts, including an alienist. After she was discharged on this occasion the patient attended various other hospitals.

Three year's later proceedings were commenced by the patient against the member and the hospital. After some delay the proceedings went to trial and resulted in a verdict for the member and the hospital. Evidence was given by the surgeon and by nurses and it was stated that cotton wool was never used at all in connection with operations of the kind in question at that particular hospital. The Judge stated that he was satisfied that the cotton wool, however it may have got there, was not introduced into the patient's body by the member or the nurses.

As the patient had been admitted to sue as a Poor Person no costs could be recovered from her.

Alleged incorrect diagnosis

A member was called to see a patient who complained of abdominal pain and vomiting. She had been ill for some days but had not called in a doctor earlier because, she said, she disliked doctors and hospitals. On examination the member found no abdominal tenderness or rigidity and no excessive pain. The symptoms were suggestive of some form of food poisoning rather than an acute abdominal condition, but the member advised the patient to go into hospital as he felt that her condition required investigation, but she refused. He therefore prescribed treatment and visited the next day when he found that she was still vomiting but there was still no excessive pain, tenderness, abdominal rigidity or distension. He again advised hospital, but still the patient refused. He visited again on the following day and found a definite improvement. Unfortunately that evening the patient collapsed and died. A post-mortem was performed and the cause of death was given as toxæmia due to localised peritonitis following acute suppurative appendicitis.

In due course the practitioner rendered his account and received a letter from the husband intimating that he had no intention of paying the bill and that he was instituting proceedings against the member claiming damages in respect of alleged negligent diagnosis. In view of this the Society's solicitors were instructed to commence proceedings in the local County Court to recover the member's fee. The Defendant entered a fantastic Defence. He said the doctor was a nit-wit and a murderer and counterclaimed for £500. At the hearing the Defendant appeared in person and did not call any medical evidence. After hearing all the facts the Judge gave Judgment for the member for his fees and dismissed the counter-claim. The Defendant then consulted solicitors and lodged an appeal to the High Court. This was later withdrawn. As the Defendant subsequently disappeared it was impossible to recover any costs.

Alleged negligent diagnosis and treatment

A member was consulted by an insured person on his list who stated that he had sustained injuries to his left chest and side as a result of an accident. On examination the practitioner could find no apparent injuries or bruising and he diagnosed pectoral strain. The patient attended at the surgery at intervals for about two-and-a-half years, still complaining of pain in his left chest. For five months the patient received compensation under the Workmen's Compensation Act, and when it was stopped he applied to the local County Court for a Declaration of Liability against his employers.

Several doctors gave evidence on the hearing of this application, including the member. The whole of the medical evidence was to the effect that there was nothing wrong with the patient. The County Court Judge in dismissing the patient's application for some reason made some uncalled for remarks concerning the member giving evidence against his patient.

Over two years later the patient instituted proceedings against the member claiming damages for negligence. Several particulars of alleged negligence were given, but what they really amounted to was that the member had failed to diagnose something from which the patient did not suffer. The patient also alleged that by reason of the alleged negligence he had developed a neurosis or hysterical condition.

The practitioner consulted the Society which entered a Defence on his behalf and nothing further has been heard of the action.

Broken hypodermic needle

A practitioner had for some time been treating a patient who suffered from pulmonary tuberculosis by means of artificial

pneumothorax. On one occasion while he was anæsthetising the skin prior to giving a refill, the hypodermic needle broke off at the hub just as he was about to withdraw it. The practitioner endeavoured to recover the broken portion but was unsuccessful. He therefore referred the patient to a surgeon who attempted removal with a magnet, but this also was unsuccessful. An X-ray was then taken and the surgeon subsequently removed the piece of needle, which had penetrated the pleura and was lying on the diaphragm. The operation was performed in a Nursing Home. The Nursing Home rendered its account to the patient and this resulted in the practitioner receiving a letter from the patient's solicitors alleging negligence and claiming damages. The practitioner referred the matter to the Society which undertook the case on his behalf, and liability was denied. The patient's solicitors then suggested a settlement, but this was refused and the case eventually went to Court, when a decision was given in favour of the member.

DENTAL

Broken hypodermic needle

A practitioner was consulted by a patient at a house where he had a room which he used as a Branch Surgery. Owing to the shortage of equipment the practitioner had only an ordinary chair, not a proper dental chair. He decided upon an extraction under a mandibular nerve block. Unfortunately the needle broke during the injection. The practitioner took the patient to hospital where he was seen by a surgeon and at the second attempt, following X-rays, the broken portion of needle was removed. The patient commenced proceedings against the dentist, and the Society undertook the case. One of the allegations was that it was negligent to undertake such an operation in such a chair. The Society called an expert witness who disposed of this. The practitioner however admitted in Court an allegation made by the patient in his evidence that after the breaking of the needle he had remarked that needles were not of such good quality since the war. He further admitted that he had used the same needle eight or nine times previously. The Judge awarded a small sum by way of damages and costs against the practitioner, remarking that if the latter considered that needles were not of such good quality he should not have used the same needle so often.

Injury to lip during extraction of tooth

A practitioner was consulted by a nurse on the staff of the local Voluntary Hospital. She was actually seen by his Assistant who arranged to remove one tooth and the residual root of another, under general anæsthesia. The root was removed without difficulty

but the tooth caused some difficulty and in its removal the lower lip was injured by being crushed against the lower teeth. The patient was advised to return to the Hospital and report immediately to the Home Sister. Five weeks later she attended again and the dentist found that there was a thin but visible scar on the lip about $\frac{1}{2}''$ in length. The centre of the scar was somewhat hard on palpation.

Subsequently a letter was received by the Principal from solicitors acting on behalf of the patient claiming damages, and the matter was referred to the Society. The Society had the patient examined by an expert. He expressed the opinion that the scar gave rise to no disability, and was practically invisible. She had, on return to the Hospital, not been off duty and the Home Sister had not considered it necessary to get her seen by a doctor. In view of the fact that the girl was a nurse the Council took a more sympathetic attitude than it would otherwise have done and an offer of a small sum was made on condition that all allegations of negligence were withdrawn. After some negotiations a settlement was effected, all allegations of negligence being withdrawn.

Dental Cyst

A dentist was called to see a patient by the patient's own doctor on account of the fact that she had an oral discharge. He recommended extraction of the remaining teeth and septic roots and this was later undertaken at her home. Later the patient complained that the discharge persisted. X-ray examination showed what appeared to be a dental cyst and this diagnosis was confirmed by an E.N.T. surgeon who agreed to operate upon it. A delay occurred owing to shortage of beds in the neighbourhood, but the patient attributed the delay to lack of interest in her case by the dentist and decided to seek treatment elsewhere. On several occasions she suggested verbally that the condition was due to lack of skill on the part of the dentist. Later the dentist received a letter from solicitors alleging negligence on his part and threatening proceedings unless compensation was paid. The practitioner placed the matter in the hands of the Society and liability was repudiated.

The case came up for hearing at the local Assizes and it was alleged on the patient's behalf that the dentist had fractured a tooth, left the root behind and wrongly diagnosed the condition as a dental cyst. It was also alleged that as a result she developed a septic pneumonia. Evidence was given by a medical practitioner who had taken over the case. He said that he had diagnosed an abscess of the jaw and that he had opened this and evacuated pus. He also said that he had found something loose in the socket and on removal this had proved to be the root of a tooth. Subsequently he had arranged for the patient to be operated upon by an E.N.T. surgeon for the removal of a dental cyst. He went on to criticise

the alleged methods of the dentist in performing the extractions. Expert evidence was called by the Society on behalf of the dentist and the patient's original doctor was also called. The Judge indicated that after hearing the evidence called he did not consider it necessary for Leading Counsel briefed on behalf of the dentist to address him. In his Judgment he severely criticised the practitioner who gave evidence in support of the Plaintiff. He said that he was ignorant of dental matters and had given "an extravagant exhibition of ignorance." He found that the teeth were expertly extracted and that X-rays proved that no root was left behind.

The patient being a poor person the Society was unable to recover its costs.

Allegation of failure to extract roots

A practitioner extracted nine teeth for a patient under chloroform anæsthesia administered by the patient's own doctor. Ten days later impressions were taken for temporary dentures and these were fitted a fortnight later. The patient called for easings and adjustment a month later when the account was rendered. He subsequently came several times for minor adjustments—usually soon after receipt of the account, which was sent in monthly. After six or seven months the practitioner suggested an X-ray of an area in the lower jaw which appeared bulbous. The practitioner finally pressed for payment of the account and the patient returned the dentures. Proceedings were instituted by the practitioner for the recovery of his fees and this was met by a defence alleging that the extractions were negligently carried out, that roots had been left behind and that in consequence the dentures were useless. A counterclaim was made for £50. A difficulty arose owing to the fact that the practitioner had no record as to the particular teeth he had extracted. It was ascertained that another dentist had subsequently attended the patient and removed "several pieces of root." The case came up for trial in the County Court and after hearing the evidence given the Judge said that in his view there was no evidence of negligence and he gave Judgment for the dentist and dismissed the counterclaim.

A dental member was consulted by a lady on acccount of pain in her left upper jaw. On examination he found that the only teeth remaining in the upper jaw were $\overline{/78}$. He advised extraction of both teeth and she agreed to this. $\overline{/8}$ came out whole but $\overline{/7}$ fractured as soon as forceps were applied and was removed in pieces. A fortnight later the patient complained of oral fœtor, discomfort in the region of the antrum and a discharge into the nose. The member syringed out the antrum and repeated this treatment several times subsequently. When he was satisfied that the antrum had cleared up he took impressions for and later inserted

a full upper denture. This was later eased. Some months later the patient again complained of pain in the antrum but the dentist was unable to find any signs of trouble. He suggested X-ray and the patient arranged to go to the local hospital for this purpose. Later she called and produced the X-rays which showed that she had infection in the left antrum.

Subsequently the member received a letter from a solicitor alleging that he had not extracted the whole of the tooth and claiming compensation. Liability was repudiated and in 1944 proceedings were commenced against him. In these proceedings the patient alleged that the member had left a " part or root " in her jaw which became septic and caused an infection of and discharge from the antrum. A Defence was delivered to these proceedings after which the patient's solicitors endeavoured to persuade the Society's solicitors to settle the matter by making an *ex gratia* payment. The Society's solicitors declined to make any payment and nothing has been heard of the action since.

Burn by Hot-water Bottle

A dental practitioner was consulted by a patient suffering from pain in the region of a wisdom tooth. He made an appointment for her to attend at a later date. Before this further appointment, however, her mother telephoned to say that the patient was suffering great pain and it would be appreciated if she could be dealt with earlier. She was therefore seen almost immediately following this. The practitioner's partner undertook the extraction while he undertook the administration of the anæsthetic. It was a cold day and the patient said that she felt cold. To comfort her a hot-water bottle was placed on her lap. During the extraction, which was a difficult one, the hot-water bottle slipped from off the patient's lap and fell on to the floor. The practitioner's dental assistant replaced the hot-water bottle under the rubber apron and after the extraction had been completed it was discovered that the bottle had been placed on the patient's hands. This resulted in a superficial burn of the dorsum of both hands.

The patient, through solicitors, threatened proceedings against the practitioner and his partner alleging negligence and claiming damages for pain and suffering and loss of wages. The Society undertook the case on behalf of the practitioner, had the patient examined and as a result made an offer of settlement. Eventually a settlement was effected.

Suspected Presence of Tooth in Lung

Two dental practitioners were, in 1937, in partnership. One day a patient called at the surgery and stated that he had fallen off his bicycle and knocked out one tooth and loosened others. According to the patient one practitioner administered " gas " while

the other extracted the remaining teeth. The patient paid the fee and left.

In 1944 the patient was under the care of his doctor for some weeks for chest trouble and the doctor arranged for his chest to be X-rayed. The radiologist reported the presence of a foreign body in the lung, which appeared to be a piece of tooth.

In the interval, the partnership between the two practitioners had been dissolved. Neither practitioner had any recollection of the case and there were no records.

The X-rays, and further X-rays which were taken later, were examined at the request of the Society by several experts and there was a considerable difference of opinion as to whether the apparent foreign body was or was not a piece of tooth. The patient, through solicitors, commenced proceedings claiming £5,000 damages, plus special damages. Meanwhile a bronchoscopy was performed, but this failed to locate the foreign body. Later an open operation was performed with an equally unsuccessful result. Subsequently further X-rays showed that the original opacity was no longer present. In consequence the patient's cause of action, or evidence for action, disappeared.

This case is cited as a striking example of the difficulties which may result from the absence of records. Had there been adequate records showing which teeth had been extracted, that the extracted teeth had been counted and accounted for and whether a throat pack had been used, there would have been very little difficulty in defending the case. It should be borne in mind that the patient had already knocked out one tooth and it would have been for him to prove that the root, or portion of tooth, if any, in his lung, was one displaced by the dentists who had taken inadequate precautions to ensure that no foreign body entered the air passages. Contention of the action on behalf of the practitioners would have been very difficult in this case for the facts were entirely unknown and there was therefore an inference that if the practitioners were sufficiently careless to keep no records, they were equally capable of being sufficiently careless not to count and account for the teeth removed and therefore sufficiently careless to allow a foreign body to enter the air passages without realising it.

Alleged ill-fitting Dentures

(a) A patient was fitted by a dentist with a partial denture. She attended once for adjustment and the practitioner heard nothing further of her until he pressed for payment of his account. The patient's husband then called to say that his wife had been several times for adjustments and that the denture was unsatisfactory. The practitioner arranged to see the patient again and found the denture

to be quite satisfactory. On the advice of the Society he instituted proceedings by means of a Default Summons and this was met by a defence alleging that the dentures was unsatisfactory. The Society took over the case on behalf of the practitioner and Judgment was given in his favour. The Judge observed that the patient had failed to co-operate and that if the denture did not fit then it was her own fault on account of her failure to return to the dentist. He also complimented the practitioner on the excellence of his notes and records.

(b) A dentist undertook some conservative work for a patient, extracted a tooth and supplied partial upper and lower dentures. When, and only when, the account was rendered the patient alleged that the services rendered were unsatisfactory. The member, on the advice of the Society, commenced proceedings, to which the patient entered a Defence through his solicitors alleging that the dentures were useless and the fees excessive. The case was undertaken on the member's behalf and the matter was then taken over by the Society's solicitors. They asked for an examination of the patient with the dentures fitted and this was refused. The patient's solicitor then withdrew from the case. At the hearing Judgment was given for the full amount of the member's fees and costs.

Alleged ill fitting denture and wrong coloured teeth

(c) A dentist was consulted by a lady and agreed to supply her with full upper and lower dentures. The dentures were inserted and the fees paid. Later the patient complained of the colour of the teeth and in order to satisfy her the member agreed to replace them with teeth of a darker shade. For this purpose the patient left the dentures with the member who gave her an appointment for a week ahead. This and seven subsequent appointments were not kept. A further appointment was given and the patient then refused the dentures and demanded the return of the fees she had paid.

The Society undertook the case on the member's behalf and through its solicitors asked the patient to submit herself for examination with the dentures fitted, but she refused. The action went to trial but was struck out as the patient failed to appear. Later, on the patient paying the costs thrown away, it was restored, when Judgment was given for the member with costs which were recovered. A dental expert attended Court on behalf of the member and his evidence was of great value.

Alleged negligent extraction

A dental member was consulted by a patient. After X-rays he came to the conclusion that three teeth and possibly others should be extracted and later he extracted four teeth under N_2O. The patient attended on two subsequent occasions when the socket of an

upper right molar was syringed. Later the patient sent a cheque for a portion of the member's fees and asked for an estimate for a denture. An approximate estimate was given her. As she did not pay the balance of his account the member instructed his solicitors and then for the first time the patient alleged that her jaw had been fractured. In view of this the matter was undertaken by the Society and the Society's solicitors instituted proceedings. The patient entered a Defence to the effect that the extractions were incomplete. She did not allege that her jaw was fractured. The case went to trial and Judgment was given for the member for the amount of his fees and costs which were subsequently paid.

THE ABSENCE OF RECORDS CONSTITUTES A GRAVE HANDICAP TO THE SOCIETY IN ITS DEFENCE OF A MEMBER AND THE IMPORTANCE OF PROPER NOTES CANNOT BE EXAGGERATED.

CASES BEFORE THE GENERAL MEDICAL COUNCIL AND DENTAL BOARD

Alleged canvassing and advertising

A practitioner was engaged as a locum. On arrival he found that actually he was to carry on the practice of a deceased practitioner which was being maintained by the latter's daughter who was not qualified and who had had several previous assistants. He said that he would only stay if he were given an opportunity to purchase the practice out of income. He was requested to stay and was told that the necessary arrangements would be made. He found the lady very difficult to get on with. She continually interfered in the running of the practice and whenever he broached the subject of the agreement of sale she put him off. Finally an agreement was presented to him to sign. This provided for a total payment to be made at once and also that in the event of his not purchasing the practice he was to be prohibited from practising within the area. He refused to sign, handed in one month's notice and signified his intention of establishing himself in independent practice in the area.

A complaint was subsequently made to the General Medical Council that (*a*) he had canvassed unspecified patients; (*b*) he had exhibited a notice or caused a notice to be exhibited on a railway notice board to the effect that he had commenced practice and indicating how patients could transfer to him; (*c*) he had canvassed two named and specified patients on the pavement outside his surgery; and (*d*) he had received sums amounting to £67 odd on behalf of his former employer and had failed to account to her for such sums.

At the hearing charges (*a*) and (*c*) were dropped as no evidence could be produced. The practitioner denied them and (*b*). It was true that a notice had appeared on a notice board. It had been put up by the local secretary of the National Union of Railwaymen and he at once took it down on being informed of its unethical nature and possible consequences by another doctor. The practitioner affected had no knowledge of it and in fact knew nothing of it until after it had been removed. The Society called the secretary of the National Union of Railwaymen to give evidence.

As regards (*d*) the practitioner admitted that he had retained sums paid to him in respect of fees but stated that a larger sum was due to him by way of salary and that he was quite willing to settle up provided he got his salary.

The General Medical Council took the view that whatever might be owing to him the practitioner was not entitled to retain monies he received as agent of his former employer but it did not consider that the facts justified removing his name from the Register.

Alleged misconduct

A dental member was summoned to appear before the Dental Board on a charge that he had behaved improperly to a lady patient in his surgery. The member had arranged to make a small plate for the patient and fixed an appointment for Saturday afternoon for this purpose. The patient was late for her appointment and as the dentist had arranged for his wife to call for him he showed his annoyance at her delay. The plate was fitted and the patient paid the fee. Later the patient's father called and alleged that the practitioner had assaulted his daughter by kissing her against her wish. The practitioner denied this and the father lodged a complaint with the Dental Board.

After a full investigation the Dental Board found that the facts alleged were not proved. The practitioner's Defence at the hearing was provided by the Society.

MISCELLANEOUS CASES

Court Martial—Alleged Assault and Unprofessional Behaviour.

A Service Medical Officer, who was the only Medical Officer at the particular Station, found on returning to the Sick Quarters from lunch, two girls who had been sent down from the Orderly Room for medical examination prior to release. The only female orderly on the Station was not available nor was there any female available at the Sick Quarters at the time. He asked the two girls whether they would object to chaperoning each other or whether they would prefer to return another time. They stated that they would prefer to be examined then and there and that they had no

objection to chaperoning each other. He examined the first in the presence of the second and at the conclusion of her examination she stated that she must go away as she was required urgently for duty (she was the C.O.'s batwoman). He then told the second girl, having ascertained that there was still no other female in the Sick Quarters, that she must return another time. She intimated that she had no objection to being examined without a chaperon and asked whether in the circumstances he would perform the examination. He did so. He examined her chest and then when she was lying down on the couch he palpated her abdomen. At the conclusion of his examination she remarked " That is just what I have been waiting for." On his asking what she meant she said that all the girls at the Camp had been talking about him and that he would hear more of it. She then left. She later made a complaint to the effect that he had interfered with her and attempted to kiss her. A Court Martial charge was preferred and the practitioner sought the assistance of the Society. The Society briefed Counsel on his behalf.

In the evidence which Counsel brought out at the Court Martial it was shown that in the next room to that in which the examination had taken place, a male Corporal was sitting at a desk. He heard nothing, although the partition was extremely thin. He noticed that the accusing lady seemed agitated when she left the examination room but stated that the Medical Officer came out later perfectly calm, handed to him the completed release medical examination forms and then went out of the Sick Quarters. The findings of the Court Martial were that the case had not been proved and that the practitioner was not guilty.

Libel

(a) A practitioner holding the diplomas M.R.C.S.(Eng.) L.R.C.P.(Lond.) was in dispute with the widow of a patient over fees due to him. He pressed for payment and the case went to Court. The Court action was reported in the press and one paper printed a headline " ' Doctor ' sued by Widow." The body of the report contained no reference to his qualifications and the practitioner considered that it gave the impression that he was unqualified. He consulted the Society which took the Opinion of Leading Counsel as a result of which a Writ for libel was issued. The defendants, the owners, printers and publishers of the paper, made a full apology in Court and this was published in the newspaper. They also paid a substantial sum to the practitioner and the costs involved.

(b) There appeared in a well-known " Weekly " a statement which commenced as follows:—"A cultured Italian woman who is working for U.N.R.R.A. writes as follows to an English friend . . . ." There followed then an alleged quotation from a letter, which libelled an English Medical Officer, who could be identified from

the information in the letter, for he was summoned to appear before the Director of Health for U.N.R.R.A. for that region. On his giving his explanation, which was of course a complete denial, the Director of Health gave instructions that the lady concerned should be dismissed from U.N.R.R.A. and that a memorandum should be prepared completely exonerating the practitioner. The practitioner referred the matter to the Society, which took Counsel's Opinion. As a result of this a letter was sent to the editor of the newspaper demanding an apology and claiming damages. The action did not go to Court. A complete apology was published in the newspaper and the proprietors paid a substantial sum in damages to the practitioner and also the costs involved.

Slander

A member attended a patient in hospital during her confinement. The child was stillborn following a breech presentation. The husband subsequently wrote to the local hospital complaining of and criticising the treatment given to his wife. He also made some defamatory remarks about the practitioner to a local shopkeeper who reported the facts to the doctor.

The facts were considered by the Society and its solicitors wrote to the husband demanding a withdrawal and apology. He refused and proceedings were therefore commenced claiming damages for slander. The husband then intimated his willingness to withdraw and apologise and as there was evidence that he had been spreading his remarks, the Society's solicitors and the member insisted that the apology should be published in the local press. This was done and the costs of this and of the action were paid by the Defendant.

Rent Restrictions Act

A practitioner returned from the Services to find that while he was a prisoner-of-war his wife's legal advisers, in order to conserve funds, had let his house. At his surgery, which was separate from his house, he had a caretaker. The caretaker normally lived rent free in return for caretaking duties. Again in the interests of economy, the legal advisers to the practitioner's wife had suggested to the caretaker that as he had no caretaking duties he should pay a rent, and this had been agreed to. The practitioner thus found himself in the position of having no house but having a surgery. The former caretaker, now a tenant, refused to undertake caretaking duties and also refused to get out. This put the practitioner in an extremely difficult position, for although he could get into his surgery, there was no one to answer the telephone and he could not put in a caretaker as he could not get the former one out. He consulted the Society. There were, of course, difficulties under the Rent Restrictions Act, but it was obvious that the practitioner had very good reasons for possession in all the circumstances despite

the provisions of the Act. The Society's solicitors therefore, gave due notice of termination of the lease to the caretaker and later sought the Court's permission for possession. At the hearing of the action the practitioner, in his evidence, strongly stressed the necessity of his having a full-time caretaker because of his obligations under the National Health Insurance Act. He said that if he could not obtain a caretaker then he must reside at the surgery himself. The defendant in his evidence admitted that the rent which he was paying for the premises was low and that he had told the practitioner prior to his going into the Services that he would look after the premises while he was away. He asserted, however, that he had not agreed to resume caretaking on the practitioner's return. He admitted that his wife was now in work as well as himself and that the income of the family was more than it had been in 1942. The Judge decided that if the practitioner had no caretaker he would have to live at the surgery himself and that in these circumstances he was entitled to make an Order that the practitioner reasonably required the premises for his own use. He therefore made an Order for possession in one month.

Prosecution of Unregistered Practitioner

A member drew the attention of the Society to the fact that a local herbalist who described himself as a " Professor " was treating patients, examining them and issuing medical certificates. He signed these certificates with his name and after his name appeared the initials " M.B., H.U.," although the " H " looked very like a " B " and the " U " very like " Ch." The Society investigated the matter and obtained evidence as a result of which an action was brought against the herbalist on the grounds that he had held himself out to be a registered medical practitioner, had used letters, to wit " M.B.", implying that he was registered under the Medical Act, and had misled persons to believe such. The case came before the local Magistrates and after a full hearing the Bench convicted the herbalist on all four summonses against him and inflicted a fine.

THE LONDON AND COUNTIES MEDICAL PROTECTION SOCIETY LIMITED

FINANCIAL REPORT

The Statement of Accounts for the year ended 31st December, 1946, appears on pages 35 and 36.

Expenditure for the year exceeded income by £2,926 15s. 6d., but a profit on the sale of investments of £1,754 5s. 6d. reduces this deficit to a net amount of £1,172 10s. 0d., which has been charged to the Accumulated Funds.

There has been an all round increase in expenditure, particularly in costs and damages paid on behalf of members and legal expenses of defending and conducting cases on their behalf. The expenditure on costs and damages has been reduced by an amount of £1,203 3s. 7d. recovered from Underwriters. As expenditure was nearly 25% more than income received from members they will appreciate the need of adequate reserves, especially having regard to present inflationary tendencies. Indemnity is secured by investments, whose Market Value at the present time exceeds £120,000, and by reinsurance at Lloyds, which gives *Unlimited Indemnity* to members.

The annual subscription of £1 0s. 0d. has remained unchanged since 1910, and the Council hopes that in spite of the great increase both in the work of the Society and the larger number of serious cases the amount of the subscription will remain unchanged in future.

Expenditure

The Expenditure for 1946 amounted to £26,840 1s. 10d., an increase of £11,167 1s. 8d. on the previous year. Salaries were more by £1,483 0s. 6d., legal expenses by £1,546 15s. 5d., and costs and damages by £6,744 10s. 2d. These increases are mainly due to increased activities on behalf of members and a consequent increase in the work of the staff and solicitors.

Income

The Income for 1946 amounted to £23,913 6s. 4d., an increase of £2,261 15s. 0d. on the previous year. Income from members was more by £1,757 7s. 8d., the result of a large increase in membership, an indication that the members of the medical and dental professions are appreciating in increasing numbers the importance of the work of the Society. The Income from Invest-

ments was more by £354 11s. 0d., which must be considered very satisfactory having regard to the Government's present policy of cheap money.

Balance Sheet

The Accumulated Funds at the 31st December, 1946, amounted to £111,390 12s. 5d., a net decrease of £1,172 10s. 0d., which represents the deficit on the year's work. The net profit on realisation of Investments amounted to £1,754 5s. 6d. This figure and the income from Investments by way of dividends and interest is an indication of the sound basis on which the invested funds are administered. The Market Value of Stock Exchange Securities is £11,429 11s. 8d. greater than the value at which they appear in the Balance Sheet. Freehold Ground Rents and the Mortgage secured on leasehold premises are shown at cost, but these Investments are also worth considerably more at their present Market Value.

Financial Resources

The Financial Resources of the Society, available for the protection of the professional interests of its members, based on the audited Balance Sheet as on the 31st December, 1946, amounted to £143,786 2s. 5d. (This figure includes the accumulated funds and the amounts of the member's liability in respect of a call, which may be made, not exceeding Ten Shillings per member in any one year and a call of One Pound in the improbable event of the winding-up of the Society.) In addition, the Society is re-insured with Lloyds' Underwriters, in respect of any sum in excess of £9,450 approximately, and up to an unlimited amount, which the Society may have to pay by way of adverse costs and damages in any one year.

It is thought that the extent of the financial resources must give members a great feeling of security.

TERMS OF MEMBERSHIP

	£	s.	d.
Annual Subscription	1	0	0
Entrance Fee (remitted to those joining within one year of registration)		10	0

Additional Annual Subscriptions for Overseas Indemnity, see page 13.

Dr. **INCOME AND EXPENDITURE ACCOUNT for the year ended 31st December, 1946.** Cr.

1945	To EXPENDITURE—	£	s.	d.
£				
3,240	Salaries and Superannuation	4,723	9	3
1,270	Fees and Expenses of Members of Council ...	1,234	13	0
1,996	Office and Administration Expenses	2,764	16	4
684	Publicity	1,333	14	6
105	Corporation Duty	114	9	11
3,596	Legal Expenses of defending and conducting cases on behalf of Members...	5,142	15	1
4,782	Costs and Damages paid on behalf of Members, including Insurance of Unlimited Indemnity and Overseas Indemnity	11,526	3	9
15,673	TOTAL Expenditure for Year	26,840	1	10
5,979	Excess of Income over Expenditure carried to Accumulated Funds	—		
£21,562		£26,840	1	10

1945	By INCOME—	£	s.	d.	£	s.	d.
£	**From Members—**						
20,231	Subscriptions	21,749	8	7			
144	Entrance Fees...	385	18	0			
39	Donations	35	14	2			
20.414					22,171	0	9
	From Investments—						
2,025	Dividends and Interest ...	2,589	10	6			
48	Bank Interest	59	6	8			
324	Freehold Ground Rents ...	324	0	0			
2,397		2,972	17	2			
1,160	*Less* Tax	1,381	10	1			
1,237					1,591	7	1
—	Advertisements — Annual Report				149	12	0
1	Sundries				1	6	6
21,652	TOTAL Income for Year ...				23,913	6	4
—	Deficit, being excess of Expenditure over Income charged to Accumulated Funds				2,926	15	6
21,652					£26,840	1	10

THE LONDON AND COUNTIES MEDICAL PROTECTION SOCIETY, LIMITED.

BALANCE SHEET, 31st December, 1946.

	£	s.	d.	£	s.	d.
Accumulated Funds, being excess of Assets over Liabilities, subject to any liability not yet ascertained in respect of Indemnity given :—						
As at 1st January, 1946	112,563	2	5			
Plus Net Profit on realisation of Investments during year	1,754	5	6			
	114,317	7	11			
Less Deficit for Year—Excess of Expenditure over Income	2,926	15	6			
				111,390	12	5
Sundry Creditors—						
Accounts owing	1,011	12	4			
Subscriptions and Entrance Fees in advance	150	0	0			
				1,161	12	4
				£112,552	4	9

	£	s.	d.	£	s.	d.
Investments at Cost—						
Reserve Fund :						
British, Indian and Dominion Government Securities and Corporation Stocks in names of Trustees ...	11,564	18	4			
General Fund :						
British, Indian and Dominion Government Securities and Stocks of Public Boards...	18,214	11	1			
Other Preference and Ordinary Shares	46,097	11	9			
(Market Value £87,306 12s. 10d.) ...	75,877	1	2			
Freehold Ground Rents, at Cost... ...	7,735	19	2			
Mortgage secured on Leasehold Premises, with Capital Redemption Policy for repayment on maturity, plus alterations and repairs to premises and expenses in connection with the property	20,571	4	8			
				104,184	5	0
Sundry Debtors				275	5	10
Payments in advance				58	5	6
Cash at Bankers and in hand :						
On current account	2,464	18	10			
On deposit account	5,500	0	0			
	7,964	18	10			
In hand	69	9	7			
				8,034	8	5
				£112,552	4	9

NOTE.—The Society has undertaken the defence and given Indemnity in certain cases against Costs and Damages which may be incurred, as to which the liability, ff any, has not been ascertained at the date of the Balance Sheet. Proceedings are still pending in twenty-six cases.

W. M. MOLLISON, Treasurer.

J. P. HEDLEY, Vice-Chairman of Council.

S. RAYNER, Accountant and Financial Secretary

REPORT OF THE AUDITORS TO THE MEMBERS OF THE LONDON & COUNTIES MEDICAL PROTECTION SOCIETY, LIMITED.

We have audited the Balance Sheet of the London & Counties Medical Protection Society, Ltd., dated 31st December, 1946, as above set forth. We have verified the securities representing the Society's Investments and have obtained all the information and explanations we have required.

In our opinion such Balance Sheet is properly drawn up so as to exhibit a true and correct view of the state of the Society's affairs according to the best of our information and the explanations given us and as shown by the books of the Society.

112-114, Cannon Street, London, E.C.4.

4th June, 1947.

J. DIX LEWIS, CAESAR, DUNCAN & CO.

Chartered Accountants, Auditors.

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